

FILED

MAY 27 1998

METHFESSEL & WERBEL, ESQS.  
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Attorneys for Defendant, Coastal Title Agency as to Negligence  
Crossclaims only  
Our File No. D 45987 MRM

AT 800 ..... M  
WILLIAM T. WALSH  
CLERK

WALSH SECURITIES, INC.,

Plaintiff(s),

SUPERIOR COURT OF NEW JERSEY

vs.

Civil Action No. 97-CV-3496 (WGB)

CRISTO PROPERTY MANAGEMENT,  
LTD., A/K/A/ G.J.L. LIMITED,  
DEK HOMES OF NEW JERSEY, INC.,  
OAKWOOD PROPERTIES INC.,  
NATIONAL HOME FUNDING, INC.,  
CAPITAL ASSETS PROPERTY  
MANAGEMENT, L.L.C., WILLIAM J.  
KANE, GARY GRIESER, ROBERT  
SKOWRENSKI, II, RICHARD CALANNI,  
RICHARD DEIBENEDETTO, JAMES R.  
BROWN, THOMAS BRODO, RONALD J.  
PIERSON, STANLEY YACKER, ESQ.,  
MICHAEL ALFIERI, ESQ., RICHARD  
PEPSNY, ESQ., ANTHONY M.  
CICALESE, ESQ. LAWRENCE M.  
CUZZI, ANTHONY D'APOLITO,  
DAP CONSULTING, INC.,  
COMMONWEALTH LAND TITLE  
INSURANCE COMPANY, NATIONS  
TITLE INSURANCE OF NEW YORK  
INC., FIDELITY NATIONAL TITLE  
INSURANCE COMPANY OF NEW YORK,  
and COASTAL TITLE AGENCY,

Honorable William G. Bassier

ANSWER TO ANY AND ALL NEGLIGENCE  
CROSSCLAIMS ONLY

Defendant(s).

Defendant Coastal Title Agency, ("Coastal") by way of Answer  
to any and all negligence Crossclaims and to such Crossclaims only,  
says:

1. This defendant denies each and every allegation as set  
forth in the Crossclaim filed by the plaintiff.

**AFFIRMATIVE DEFENSES**

**FIRST AFFIRMATIVE DEFENSE**

Any and all negligence Crossclaims are barred by the Doctrine of Accord and Satisfaction.

**SECOND AFFIRMATIVE DEFENSE**

Any and all negligence Crossclaims are barred by the Doctrine of Contributory Negligence and/or Comparative Negligence.

**THIRD AFFIRMATIVE DEFENSE**

Any and all negligence Crossclaims are barred by the Doctrine of Estoppel.

**FOURTH AFFIRMATIVE DEFENSE**

Any and all negligence Crossclaims are barred by the Doctrine of Fraud.

**FIFTH AFFIRMATIVE DEFENSE**

Any and all negligence Crossclaims are barred by the Doctrine of Illegality.

**SIXTH AFFIRMATIVE DEFENSE**

Any and all negligence Crossclaims are barred by the Doctrine of Laches.

**SEVENTH AFFIRMATIVE DEFENSE**

Any and all negligence Crossclaims are barred by the Statute of Frauds.

**EIGHTH AFFIRMATIVE DEFENSE**

Any and all negligence Crossclaims are barred by the Statute of Limitations.

**NINTH AFFIRMATIVE DEFENSE**

Any and all negligence Crossclaims are barred by the Doctrine of Waiver.

**TENTH AFFIRMATIVE DEFENSE**

Any and all negligence Crossclaims are barred by Crossclaimant's own unclean hands.

**ELEVENTH AFFIRMATIVE DEFENSE**

Coastal Title had no knowledge of, and was not a knowing or willing participant in, any violation of any laws, or any negligence.

**TWELFTH AFFIRMATIVE DEFENSE**

Coastal Title acted in good faith and did not directly or indirectly induce the act or acts complained of by the Plaintiff.

**THIRTEENTH AFFIRMATIVE DEFENSE**

Coastal Title violated no legal duty owed to Crossclaimants.

**FOURTEEN AFFIRMATIVE DEFENSE**

Coastal Title's conduct is not the cause of an injury or damages allegedly suffered by the Crossclaimants.

**FIFTEENTH AFFIRMATIVE DEFENSE**

Coastal Title hereby gives notice that it intends to rely upon any other defense that may become available or appear during the discovery proceedings in this case and hereby reserves the right to amend its answer to assert other related defenses as may become available.

**WHEREFORE**, Coastal Title Agency, ("Coastal") demands judgment dismissing the Crossclaims of the plaintiff.

**METHFESSEL & WERBEL, ESQS.**  
Attorneys for Defendant(s)  
Coastal Title Agency as to  
Negligence Crossclaims Only

BY: 

Martin R. McGowan, Jr.

DATED: May 21, 1998

**JURY DEMAND**

Defendant Coastal Title Agency demands trial by jury in the above entitled cause of action.

**METHFESSEL & WERBEL, ESQS.**  
Attorneys for Defendant(s)  
Coastal Title Agency as to  
Negligence Crossclaims Only

BY: 

Martin R. McGowan, Jr.

DATED: May 21, 1998